

Panaji, 28th September, 2023 (Asvina 6, 1945)

SERIES II No. 26

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Co-operation
Office of the Registrar of Co-operative Societies

Order

No. 3/6/Urban Credit/TS-II/NZ/2018/RCS/2338

Read: 1. Order No. 48-8-2001-TS-RCS/III/311 dated 21-04-2017.

2. Circular No. 6-13-81/EST/RCS/Part V dated 06-03-2020.

3. This Office Order No. 3/6/Urban Credit/TS-II/NZ/2018/RCS/2013 dated 17-09-2020.

4. This Office Extension Order No. 3/6/Urban Credit/TS-II/NZ/2018/RCS dated 07-07-2022.

5. Letter No. ARCS/NZ/PLN/Registrar Nominee/912 dated 05-09-2022.

6. This Office Extension Order No. 3/6/Urban Credit/TS-II/NZ/2018/RCS dated 10-10-2022.

7. Letter No. 4-21-00-TS/Vol.v/NZ/1164 dated 06-09-202.

Whereas, vide Order read at Sr. No. 1 above, Adv. Shivaji B. S. Bhangu, C/o. Adv. P. J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa, 403521 was appointed as Registrar's Nominee under Section 86(1) of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) (hereafter referred as "Act") read with Rule 116(1) of the Goa Co-operative Societies Rules, 2003 and his name is reflecting at Sr. No. 24 of the said Order.

And whereas, vide this office Order read at Sr. No. 3 above, Adv. Shivaji B. S. Bhangu was authorized as dedicated Nominee of the Registrar

of Co-operative Societies for Shree Kalika Urban Co-op. Credit Society Ltd., [RES-(a)-4/NZ/Goa dated 18-01-1991], Kalika Bhavan, behind Maruti Temple, Mapusa-Goa (hereafter referred as "said Society") to entertain all the disputes referred to him in matters of recovery of outstanding loans of the said Society, without routing through this Department.

And whereas, said authorisation was initially for period of one year w.e.f. 17-09-2020 till 16-09-2021 and was further extended from time to time till 16-09-2023.

And whereas, vide letter dated 06-09-2023 read at Sr. No. 7 above, the Asstt. Registrar of Co-operative Societies, North Zone, Mapusa-Goa, has forwarded the request of Shree Kalika Urban Co-op. Credit Society Ltd., [RES-(a)-4/NZ/Goa dated 18-01-1991], Kalika Bhavan, behind Maruti Temple, Mapusa-Goa, for extending the above referred authorization for a further period of one year.

Now therefore, in exercise of the powers conferred under Section 123(B) of the Goa Co-operative Societies Act, 2001 read with Rule 116 of the Goa Co-operative Societies Rules, 2003, I, the undersigned Registrar of Co-operative Societies do hereby extend the authorization of Adv. Shivaji B. S. Bhangu, C/o. Adv. P. J. Kamat, above Bank of Maharashtra, 2nd floor, SF-8, Goa Housing Board Comm. & Residential Complex, Journalist Colony, Alto-Betim, Porvorim, Goa, as dedicated RCS Nominee for a period of one year with effect from 17-09-2023 to 16-09-2024 for Shree Kalika Urban Co-op. Credit Society Ltd., [RES-(a)-4/NZ/Goa dated 18-01-1991], Kalika Bhavan, behind Maruti Temple, Mapusa-Goa.

Further, when a purported dispute is referred by the said Society, the above named dedicated Nominee is authorized to first decide under sub-section (1) of Section 86 of the Goa Co-operative Societies Act, 2001 whether the matter referred by the Society involves a dispute and pass appropriate Orders under sub-section (1) of Section 86 of the Act.

Further, only upon the Nominee satisfying that there exists a dispute, he shall proceed to adjudicate the same and give Award accordingly. The Nominee shall abide by the terms and conditions on which he was originally appointed as Registrar's Nominee vide Order read at Sr. No. 1 above.

The extension of this authorization is liable to be withdrawn at any time without assigning any reason thereof at the discretion of the undersigned.

Given under the seal of this office.

Manuel Barreto, Registrar (Co-op. Societies) & ex officio Joint Secretary (Co-operation).

Panaji, 15th September, 2023.

Addendum

No. 15-99-88-ADT/RCS(Suppl)/2323

- Read: 1. Order No. 15-99-88/ADT/RCS(Suppl)/3045 dated 04-12-2020 published in Official Gazette, Series II No. 40 dated 31-12-2020.
2. Addendum No. 15-99-88/ADT/RCS(Suppl)/4662 dated 23-03-2021 published in Official Gazette, Series II No. 2 dated 8-04-2021.
3. Addendum No. 15-99-88/ADT/RCS(Suppl)/2073 dated 14-10-2021 published in Official Gazette, Series II No. 34 dated 18-11-2021.
4. Addendum No. 15-99-88/ADT/RCS(Suppl)/1599 dated 18-08-2022 published in Official Gazette, Series II No. 21 dated 25-08-2022.

In the above referred order at Ref. No. 1 read with three Addendums at Ref. Nos. 2, 3 & 4 and in exercise of the powers vested under Section 74(2) of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001) read with Section 21 of the General Clauses Act, 1897, I, the Registrar of Co-operative Societies, Government of Goa with prior approval of the Government conveyed vide U.O. No. 504/F dated 21-08-2023, do hereby add/include the names of the following Auditors in the panel of Auditors under Class A, after Serial No. 162 as under:-

Chartered Accountants-Class "A"

Sr. No.	Name of the C.A. & address	Telephone/Mobile No.	Firms/Registration/ Membership No.
1	2	3	4
163.	Divya Sachin Prabhu, Prabhu Bam & Associates, A-402, Clover Apt., near Muth Hall, Gogol-Goa 403602	7875887818 cadivya Prabhubam@gmail.com	156908W/198565
164.	Pradnya Akshay Bhat, M/s. Pradnya A. Bhat & Co., Off. No. 11, 2nd Floor, Block-E, Agri Bazar Market, Yard Bethoda Road, Curti, Ponda-Goa 403401	9545233663 capradyabhat@gmail.com	WRO0339267 148487W
165.	Mr. Royce Savio Pereira, T8, "D" Block, Sonali Apartments, Tonca, Caranzalem, Panaji-Goa	9923826595 Caroycep.office@gmail.com	15082W/172991
166.	Ms. Gayatri L. Behre & Co., F-3, 1st Floor, Swaroopa Co-op. Housing Society, Dhavli, Ponda-Goa 403401	9823567477 office.cagayatriBP@gmail.com	158175W/604864
167.	Vinni Audumbar Gaonkar, House No. 120, Deulmol, Shirvoi, Quepem-Goa 403705	9823260994 vinnidessai@gmail.com	WRO0337754/171869

1	2	3	4
168.	SNRSN & Associates, Rajashree Sagar Nalawade, Smruti Manohar Nagdev, C/o Sarika Purnanand Patil, S-4, 2nd Floor, Balaji Bhawan-II, Off. Hanuman Temple, Behind Udipi Cafe, Warkhandem, Ponda-Goa 403401	8180992793 Rajashree.SNRSN@gmail.com 7276194441 MAYURI.MSN@GMAIL.COM	156558W 167896 604683
169.	Kunkolienkar Talauliker & Associates, Pankaj Satchit Kunkolienkar Saily Shubham Talauliker 29, Kadar Manzil, Second Floor, opp. Old Hari Mandir, Margao-Goa	9422439830 pankunkolienkar@gmail.com	159167W/044909 & 604427
170.	Sambhashiva Shivarama Bhat, Shop No. 8, Rogtao Electricity Department, Power House circle, Margao-Goa 403601	8310779502/9764532804 ssbhatandco@gmail.com	023322S 603296
171.	Mr. Sankpal Kulkarni & Associates C/o. Subhash Parulekar, H-5-15, Near Saraswati Temple, Verem, Bardez-Goa 403114	9403375115 Sagar.skaca@gmail.com	121256W/188781

All other terms and conditions as stated in Order at Ref. No. 1 read with Addendums at Ref. Nos. 2, 3 & 4 remain unchanged.

Given under the seal of this office.

Manuel Barreto, Registrar (Co-op. Societies) & ex officio Joint Secretary (Co-operation).

Panaji, 15th September, 2023.

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Department of Fisheries
Directorate of Fisheries

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Order

No. DF/ADMN/RTI/VOL-IV/2019-20/3169

In pursuance to Clause 5 of the Right to Information Act, 2005 (hereinafter referred to as "the said Act"), the following Officer/Officials are hereby appointed as Public Information Officer and Assistant Public Information Officer for the Directorate of Fisheries, to deal with the applications received from the public under the said Act.

Sr. No.	Name & designation of the Public Information Officer	Name & designation of the Link Public Information Officer	Name & designation of the Assistant Public Information Officer	Name & designation of the Link Assistant-Public Information Officer	Jurisdiction
1	2	3	4	5	6
1.	Smt. Zigyasa Murkar, Supdt. of Fisheries (FTC & Ela Fish Farm)	Dr. Sunita Pauskar, Supdt. of Fisheries (Malim Jetty)	Shri Ganpat Chari, Net Mending Instructor	Shri Siddesh Kerkar, Mechanical Instructor	State of Goa.

1	2	3	4	5	6
2.	Dr. Sunita Pauskar, Supdt. of Fisheries (Malim Jetty)	Smt. Zigyasa Murkar, Supdt. of Fisheries, (FTC & Ela Fish Farm)	Shri Deepak Kunkoliker, Marketing Inspector	Smt. Nishi Naik, Fisheries Surveyor	State of Goa.

The Assistant Public Information Officer shall on receipt of the applications for information or appeal under the RTI Act, forward the same forthwith to the Public Information Officer, as required under sub-section (1) of Section 7.

The Public Information Officer shall on receipt of a request under Section 6 as expeditiously as possible and in any case within thirty days of the request, either provides the information on payment of such fees as may be prescribed or reject the request for any of the reasons of the specified under Section 8 & 9.

The above designated Officer/Officials shall exercise and perform the powers/functions laid down under the RTI Act, 2005 with immediate effect.

The Dy. Director of Fisheries (Shri Chandrakant D. Velip) will be the First Appellant Authority for Fishermen Training Centre and Ela Fish Farm, Ela, Old Goa under this Act to hear the appeals against the decision of the Public Information Officer and Assistant Public Information Officer of the Department for the Serial No. 1 above.

The Dy. Director of Fisheries (Dr. Smita A. Mazumdar) will be the First Appellant Authority for Malim Jetty section under this Act to hear the appeals against the decision of the Public Information Officer and Assistant Public Information Officer of the Department for the Serial No. 2 above.

Deepesh Priolkar, Director (Fisheries).

Panaji, 14th September, 2023.



Department of General Administration

Notification

No. 37/3/2022-GAD-III/3428

Read: Notification No. 37/3/2022-GAD-III/3661 dated 19-10-2022.

In partial modification to the above mentioned Notification, Government is pleased to declare 28th September, 2023 (Thursday) as Special Holiday instead of 26th September, 2023 (Tuesday) on account of EID-E-MILAD UN NABI.

By order and in the name of the Governor of Goa.

Shaila G. Bhosle, Under Secretary (GA).

Porvorim, 18th September, 2023.



Department of Labour

Notification

No. 28/02/2023-LAB/625

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31-08-2023 in Ref. No. IT/17/2013 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 11th September, 2023.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/17/2013

Shri Gitesh S. Chari & 33 others,
Rep. by the President,
Goa Trade and Commercial
Worker's Union,
Panaji-Goa

..... Workmen/Party I.

V/s

1. The Proprietor,
M/s. Ananya Manpower Solutions Pvt. Ltd.,
202, Unitech City Centre,
M. G. Road,
Panaji-Goa

.... Employer/Party II(1).

2. M/s. G. K. B. Ophthalmics Ltd.,
16-A, Thivim Industrial Estate,
Karaswada, Mapusa-Goa

.... Party II(2).

Workmen/Party-I represented by Learned Advocate
Shri Suhaas Naik.

Employer/Party-II(1) represented by Learned Adv.
Shri P. J. Kamat.

Employer/Party II(2) represented by Learned Adv.
Shri A. V. Nigalye.

AWARD

(Delivered on this the 31st day of the month of
August of the year 2023)

By Order dated 06-08-2013, bearing No. 28/37/
/2013-Lab/538, the Government of Goa in exercise of
powers conferred by Section 10(1)(d) of the Industrial
Disputes Act, 1947, has referred the following
dispute for adjudication to this Tribunal:-

“(1) Whether the action of the Management of M/s.
Ananya Manpower Solutions Private Limited,
Unitech Centre, 2nd Floor, Panaji, a contractor
to M/s. G. K. B. Ophthalmics Limited, Thivim
Industrial Estate, Karaswada, Mapusa, Goa, in
terminating the services of the following thirty
three workmen, with effect from 01-04-2013, is
legal and justified?

- (1) Gitesh S. Chari.
- (2) Rakesh I. Patekar.
- (3) Manoj B. Varak.
- (4) Rajeshri P. Ghadi.
- (5) Vaman G. Mandrekar.
- (6) Mandar R. Sutar.
- (7) Dilip D. Karekar.

- (8) Mithesh M. Raul.
- (9) Rangnath K. Parab.
- (10) Sunil A. Matnekar.
- (11) Laklo G. Naik.
- (12) Lavu A. Naik.
- (13) Anil G. Varak.
- (14) Subray B. Kalangutkar.
- (15) Govind Dalvi.
- (16) Amit A. Naik.
- (17) Mohanish N. Karkotkar.
- (18) Shevanti N. Patkar.
- (19) Jairam G. Naik.
- (20) Digambar M. Samant.
- (21) Sameer P. Agarwadekar.
- (22) Shridhar M. Raul.
- (23) Sai Naik.
- (24) Rajesh R. Nimbalkar.
- (25) Prathamesh P. Kadam.
- (26) Mahesh A. Dhuri.
- (27) Dinanath C. Mahale.
- (28) Siddesh M. Talavnekar.
- (29) Santosh M. Satoskar.
- (30) Anand D. Tarpe.
- (31) Rakesh S. Vengulkar.
- (32) Prashant B. Mayekar.
- (33) Vinayak G. Dessai.

(2) If not, what relief the workmen are entitled to?”

2. It came to be registered in this Tribunal as
Reference No. IT/17/2013.

3. The Workmen/Party I has filed their Statement
of Claim. Party II(1) has filed its Written Statement.
Party I has filed their Rejoinder. During the course of
proceedings, Party II(2) was impleaded. Party II(2) has
filed its Written Statement. Party I has filed their
Rejoinder to the Written Statement of Party II(2).

4. The case of Party I is that the workmen were
employed by Party II(1) in the Factory of the Principal
Employer, namely; G.K.B. Ophthalmics Ltd. at
Karaswada, Mapusa-Goa/Party II(2). That the
Workmen (Party I) were in continuous employment
in the said Factory. That all the workmen named in
the present Order of Reference unionized themselves
under the banner of the “Goa Trade & Commercial
Workers’ Union”. That the 33 workmen who were

actively involved in forming the Union were arbitrarily refused employment w.e.f. 01-04-2013. That this was done by Party II(1) in collusion and in consultation with Party II(2). That this was done in order to spread fear among the other unionized workmen. That the action of Party II(1) amounts to unfair labour practice. That all the workmen (Party I) are unemployed. Therefore, it is prayed that the action of Party II(1) in refusing employment/termination of service of all the workmen named in the present Order of Reference be held to be illegal, unjust and bad in law. That all the workmen named in the Order of reference be reinstated back in service with full back wages, continuity in service and all other consequential benefits.

5. The case of the Party II(1) is that Party II(1) and M/s. G.K.B. Ophthalmics Limited/Party II(2) had entered in various Staffing Services Agreements. That the last of such agreements were for a period of 11 months from 02-01-2012 to 01-01-2013. That this agreement was orally extended upto 31-03-2013. That under these agreements, Party II(1) was deploying trained workers to work in the Factory of M/s. G.K.B. Ophthalmics Limited/Party II(2). That upon the termination of the agreement between M/s. G.K.B. Ophthalmics Limited/Party II(2) and Party II(1), the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts. That the workers at Sr. No. 18, 21, 25 and 32 in the Order of Reference absented from work w.e.f. 26-03-2013. That the Workmen (Party I) also did not report to the Office of Party II(1) on 01-04-2013 as notified. That the Workmen (Party I) were engaged for a specific period of a contract which has been terminated. That Party II(1) has no option but to terminate the workmen w.e.f. 01-04-2013. That thereafter some of the workers listed in the Order of Reference approached Party II(1) stating that they have secured alternate employment and they are not interested in working for Party II(1). That these workers have also withdrawn their Provident Fund. It is denied that all the workmen named in the present Order of Reference are unionized.

6. It is denied that the Workmen (Party I) have been refused employment because they unionized themselves. It is denied that it amounts to unfair labour practice. It is denied that all the workmen (Party I) are unemployed. That the Goa Trade and Commercial Workers' Union has no locus standi to raise a dispute regarding the 33 workmen named in the Order of Reference. That Party I are not entitled to any relief.

7. Party I has stated in their Rejoinder to the Written Statement of Party II(1) that none of the

workmen have obtained alternate employment and none of them have withdrawn their Provident Fund. It is denied that the workmen were employed for a specific period of a contract which has been terminated. It is denied that all the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts as the work for which the workmen were recruited had come to an end. It is denied that the workmen at serial No.18, 21, 25 and 32 in the Order of Reference absented from work w.e.f. 26-03-2013. It is denied that the Goa Trade & Commercial Workers' Union has no locus standi to raise a dispute on behalf of the 33 workmen named in the Order of Reference. Therefore, it is prayed that the reliefs sought in the Claim Statement be granted.

8. Party II(2) has filed its Written Statement. Party II(2) states that it has its Factory at Tivim Industrial Estate, Mapusa-Goa. That Party II(2) has permanent employees doing skilled and unskilled jobs. That Party II(2) also engages contractors for doing certain specific jobs. That one such contractor was Party II(1). That Party II(2) and Party II(1) entered into a contract. That the contract was for a period of 11 months from 02-01-2012 to 01-01-2013 which was orally extended to 31-03-2013.

9. That the performance of Party II(1) was unsatisfactory. That Party II(2) issued letter dated 01-03-2013 and terminated the contract with Party II(1) with effect from 31-03-2013. That Party II(1) was performing the contract by engaging its own workers. That Party II(2) was not concerned with the workmen of Party II(1). That on the termination of the contract, Party II(1) withdrew its workmen from the Factory premises. It is denied that Party I was in continuous employment of Party II(1) and Party II(2). It is denied that Party I were terminated from service because they were organizing themselves under a trade union. It is stated by Party II(2) (in Para 3 of the Written Statement) that the Order impleading Party II(2) is due to misappreciation of facts and law and the said Order and consequent summons are liable to be recalled. In Paras 4(a) to (h) of the Written Statement, Party II(2) states that Party II(2) is neither a necessary nor a proper Party. That there is no employer-employee relationship between Party II(2) and Party I. That the relationship between Party II(2) and Party II(1) was that of a Contractor and Principal Employer. That the contract has been terminated with effect from 31-03-2013. That all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. That Goa Trade and Commercial Workers' Union has no locus standi to espouse the claims of the Party I (Workmen). Therefore, it is prayed

that it be held that impleading Party II(2) to these proceedings is bad-in-law and is not necessary to decide this reference.

10. In their Rejoinder to the Written Statement of Party II(2), Party I denies that impleadment of Party II(2) is due to misappreciation of facts and law and is liable to be recalled. It is denied that Party II(2) is neither a necessary nor a proper Party. It is denied that there is no employer-employee relationship between Party II(2) and Party I. It is denied that the contract between Party II(2) and Party II(1) has been terminated with effect from 31-03-2013. It is denied that all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. It is denied that the Goa Trade and Commercial Workers' Union have no locus standi to espouse the claim of Party I. It is denied that Party I are not entitled to any relief.

11. The following issues and additional issues were framed by this Tribunal:-

ISSUES

1. Whether the Party I/workmen prove that they were in continuous employment of Party II(1) in the Factory of the Principal Employer GKB Ophthalmics Ltd. at Karaswada, Mapusa, Goa?
2. Whether the Party I proves that they have been refused employment by Party II(1) in collusion and in consultation with the Principal Employer M/s. G.K.B. Ophthalmics Ltd. with malice and malafide intention in order to take revenge on them for unionizing themselves under the Registered Trade Union w.e.f. 01-04-2013?
3. Whether the Party II(1) proves that Goa Trade and Commercial Workers' Union has no locus standi to raise this dispute?
4. Whether the Party II(1) proves that no dispute was raised against them by Party I or any of the workmen mentioned in the order of reference?
5. What relief? What Award?

Additional Issues:

- 4A. Whether the Party II(2) proves that impleading the Party II(2) is due to misappreciation of facts and/or law as contended in para 3 of the Written Statement of Party II(2)?
- 4B. Whether the Party II(2) proves that the reference is not maintainable as against the Party II(2) and the order impleading the Party II(2) is liable to be recalled/withdrawn on the grounds (a) to (h) of said para 4?

12. During the course of proceedings, Party I and Party II(1) have filed the following terms of Settlement (Exhibit 46 Colly):-

TERMS OF THE SETTLEMENT

- I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).
- II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/13/2013; IT/17/2013 and IT/18/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.
- III. The workmen agree to permit deduction of Rs. 446/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor, Ananaya Manpower Solutions Pvt. Ltd.
- IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.
- V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/13/2013; IT/17/2013 and IT/18/2013 for Award in terms of this settlement.
- VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.

13. Party I and Party II(1) have filed an application stating that an Award be passed in terms of the settlement.

14. I have gone through the records of the case and the Memorandum of Settlement at Exhibit 46 Colly and I am convinced that the Memorandum of Settlement are just and fair and are in the interest of the Workmen/Party I and the Employer/Party II(1) and therefore the same are accepted.

Hence I pass the following:-

ORDER

- (i) The reference in IT/17/2013 stands awarded as per the terms of Settlement filed by them at Exhibit 46 Colly.
- (ii) The Terms of Settlement are as follows:-

TERMS OF THE SETTLEMENT

- I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).
 - II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/13/2013; IT/17/2013 and IT/18/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.
 - III. The workmen agree to permit deduction of Rs. 446/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor, Ananaya Manpower Solutions Pvt. Ltd.
 - IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.
 - V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/13/2013; IT/17/2013 and IT/18/2013 for Award in terms of this settlement.
 - VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.
- (iii) No orders as to costs.
- (iv) Inform the Government accordingly.

Sd/-

(Anil Scaria)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/02/2023-LAB/Part-I/626

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 01-09-2023 in Ref. No. IT/18/2013 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 11th September, 2023.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/18/2013

Shri Sameer P. Agarwadekar & 6 others,

Rep. by the President,
Goa Trade and Commercial

Worker's Union,

Panaji-Goa

.... Workmen/Party I.

V/s

1. The Proprietor,

M/s. Ananya Manpower Solutions Pvt. Ltd.,

202, Unitech City Centre,

M. G. Road,

Panaji-Goa

.... Employer/Party II(1).

2. M/s. G. K. B. Ophthalmics Ltd.,

16-A, Thivim Industrial Estate,

Karaszvada, Mapusa-Goa

.... Party II(2).

Workmen/Party-I represented by Learned Advocate
Shri Suhaas Naik.

Employer/Party-II(1) represented by Learned Adv.
Shri P. J. Kamat.

Employer/Party II(2) represented by Learned Adv.
Shri A. V. Nigalye.

AWARD

(Delivered on this the 1st day of the month of
September of the year 2023)

By Order dated 21-08-2013, bearing No. 28/38/2013-Lab/577, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute for adjudication to this Tribunal:-

"(1) Whether the action of the Management of M/s. Ananya Manpower Solutions Private Limited, Panaji, a contractor to M/s. G. K. B. Ophthalmics

Limited, Thivim Industrial Estate, Karaswada, Mapusa, Goa, in terminating the services of the following Seven workmen, with effect from 26-03-2013, is legal and justified?

- (1) *Shri Sameer P. Agarwadekar.*
- (2) *Shri Pratmesh Kadam.*
- (3) *Shri Manish Karbodar.*
- (4) *Shri Satyavn Manale.*
- (5) *Shri Ram Kerkar.*
- (6) *Ms. Shevanti N. Patkar.*
- (7) *Shri Prashant Mayekar.*

(2) If not, what relief the workmen are entitled to?"

2. It came to be registered in this Tribunal as Reference No. IT/18/2013.

3. The Workmen/Party I has filed their Statement of Claim. Party II(1) has filed its Written Statement. Party I has filed their Rejoinder. During the course of proceedings, Party II(2) was impleaded. Party II(2) has filed its Written Statement. Party I has filed their Rejoinder to the Written Statement of Party II(2).

4. The case of Party I is that the workmen were employed by Party II(1) in the Factory of the Principal Employer, namely; G.K.B. Ophthalmics Ltd. at Karaswada, Mapusa-Goa/Party II(2). That the Workmen (Party I) were in continuous employment in the said Factory. That by Resolution dated 24-03-2013, all the workmen named in the present Order of Reference unionized themselves under the banner of the "Goa Trade & Commercial Workers' Union". That the 7 workmen who were actively involved in forming the Union were arbitrarily refused employment w.e.f. 28-03-2013. That this was done by Party II(1) in collusion and in consultation with Party II(2). That this was done in order to spread fear among the other unionized workmen. That the action of Party II(1) amounts to unfair labour practice. That all the workmen (Party I) are unemployed. Therefore, it is prayed that the action of Party II(1) in refusing employment/termination of service of all the workmen named in the present Order of Reference be held to be illegal, unjust and bad in law. That all the workmen named in the Order of reference be reinstated back in service with full back wages, continuity in service and all other consequential benefits.

5. The case of the Party II(1) is that Party II(1) and M/s. G.K.B. Ophthalmics Limited/Party II(2) had entered in various Staffing Services Agreements. That the last of such agreements were for a period

of 11 months from 02-01-2012 to 01-01-2013. That this agreement was orally extended upto 31-03-2013. That under these agreements, Party II(1) was deploying trained workers to work in the Factory of M/s. G.K.B. Ophthalmics Limited/Party II(2). That upon the termination of the agreement between M/s. G.K.B. Ophthalmics Limited/Party II(2) and Party II(1), the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts. That the workers at Sr. No. 1, 2, 6 and 7 in the Order of Reference absented from work w.e.f. 26-03-2013. That the Workmen (Party I) also did not report to the Office of Party II(1) on 01-04-2013 as notified. That the Workmen (Party I) were engaged for a specific period of a contract which has been terminated. That Party II(1) has no option but to terminate the workmen w.e.f. 01-04-2013. That thereafter some of the workers listed in the Order of Reference approached Party II(1) stating that they have secured alternate employment and they are not interested in working for Party II(1). That these workers have also withdrawn their Provident Fund. It is denied that all the workmen named in the present Order of Reference are unionized.

6. It is denied that the Workmen (Party I) have been refused employment because they unionized themselves. It is denied that it amounts to unfair labour practice. It is denied that all the workmen (Party I) are unemployed. That the Goa Trade and Commercial Workers' Union has no locus standi to raise a dispute regarding the 7 workmen named in the Order of Reference. That Party I are not entitled to any relief.

7. Party I has stated in their Rejoinder to the Written Statement of Party II(1) that none of the workmen have obtained alternate employment and none of them have withdrawn their Provident Fund. It is denied that the workmen were employed for a specific period of a contract which has been terminated. It is denied that all the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts as the work for which the workmen were recruited had come to an end. It is denied that the workmen at Sr. No. 1, 2, 6 and 7 in the Order of Reference absented from work w.e.f. 26-03-2013. It is denied that the Goa Trade & Commercial Workers' Union has no locus standi to raise a dispute on behalf of the 7 workmen named in the Order of Reference. Therefore, it is prayed that the reliefs sought in the Claim Statement be granted.

8. Party II(2) has filed its Written Statement. Party II(2) states that it has its Factory at Tivim Industrial Estate, Mapusa-Goa. That Party II(2) has permanent

employees doing skilled and unskilled jobs. That Party II(2) also engages contractors for doing certain specific jobs. That one such contractor was Party II(1). That Party II(2) and Party II(1) entered into a contract. That the contract was for a period of 11 months from 02-01-2012 to 01-01-2013 which was orally extended upto 31-03-2013.

9. That the performance of Party II(1) was unsatisfactory. That Party II(2) issued letter dated 01-03-2013 and terminated the contract with Party II(1) with effect from 31-03-2013. That Party II(1) was performing the contract by engaging its own workers. That Party II(2) was not concerned with the workmen of Party II(1). That on the termination of the contract, Party II(1) withdrew its workmen from the Factory premises. It is denied that Party I was in continuous employment of Party II(1) and Party II(2). It is denied that Party I were terminated from service because they were organizing themselves under a trade union. It is stated by Party II(2) (in Para 3 of the Written Statement) that the Order impleading Party II(2) is due to misappreciation of fact and law and the said Order and consequent summons are liable to be recalled. In Paras 4(a) to (h) of the Written Statement, Party II(2) states that Party II(2) is neither a necessary nor a proper Party. That there is no employer-employee relationship between Party II(2) and Party I. That the relationship between Party II(2) and Party II(1) was that of a Contractor and Principal Employer. That the contract has been terminated with effect from 31-03-2013. That all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. That Goa Trade and Commercial Workers' Union has no locus standi to espouse the claims of the Party I (Workmen). Therefore, it is prayed that it be held that impleading Party II(2) to these proceedings is bad-in-law and is not necessary to decide this reference.

10. In their Rejoinder to the Written Statement of Party II(2), Party I denies that impleadment of Party II(2) is due to misappreciation of facts and law and is liable to be recalled. It is denied that Party II(2) is neither a necessary nor a proper Party. It is denied that there is no employer-employee relationship between Party II(2) and Party I. It is denied that the contract between Party II(2) and Party II(1) has been terminated with effect from 31-03-2013. It is denied that all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. It is denied that the Goa Trade and Commercial Workers' Union have no locus standi to espouse the claim of Party I. It is denied that Party I are not entitled to any relief.

10. The following issues and additional issues were framed by this Tribunal:-

ISSUES

1. Whether the Party I/workmen prove that they were in continuous employment of Party II(1) in the Factory of the Principal Employer GKB Ophthalmics Ltd. at Karaswada, Mapusa, Goa?
2. Whether the Party I proves that they have been refused employment by Party II(1) in collusion and in consultation with the Principal Employer M/s. GKB Ophthalmics Ltd. with malice and malafide intention in order to take revenge on them for unionizing themselves under the Registered Trade Union w.e.f. 26-03-2013?
3. Whether the Party II(1) proves that Goa Trade and Commercial Workers' Union has no locus standi to raise this dispute?
4. Whether the Party II(1) proves that no dispute was raised against them by Party I or any of the workmen mentioned in the order of reference?
5. What relief? What Award?

Additional Issues:

- 4A. Whether the Party II(2) proves that impleading the Party II(2) is due to misappreciation of facts and/or law as contended in para 3 of the Written Statement of Party II(2)?
- 4B. Whether the Party II(2) proves that the reference is not maintainable as against the Party II(2) and the order impleading the Party II(2) is liable to be recalled/withdrawn on the grounds (a) to (h) of said para 4?
12. During the course of proceedings, Party I and Party II(1) have filed the following Terms of Settlement (Exhibit 45 Colly):-

TERMS OF THE SETTLEMENT

- I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).
- II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/13/2013; IT/17/2013 and IT/18/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.

III. The workmen agree to permit deduction of Rs. 445/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor, Ananaya Manpower Solutions Pvt. Ltd.

IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.

V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/13/2013; IT/17/2013 and IT/18/2013 for Award in terms of this settlement.

VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.

13. Party I and Party II(1) have filed an application stating that an Award be passed in terms of the settlement.

14. I have gone through the records of the case and the Memorandum of Settlement at Exhibit 45 Colly and I am convinced that the Memorandum of Settlement are just and fair and are in the interest of the Workmen/Party I and the Employer/Party II(1) and therefore the same are accepted.

Hence I pass the following:-

ORDER

(i) The reference in IT/18/2013 stands awarded as per the Terms of Settlement filed by them at Exhibit 45 Colly.

(ii) The Terms of Settlement are as follows:-

TERMS OF THE SETTLEMENT

I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).

II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/13/2013; IT/17/2013 and IT/18/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.

III. The workmen agree to permit deduction of Rs. 445/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor, Ananaya Manpower Solutions Pvt. Ltd.

IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.

V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/13/2013; IT/17/2013 and IT/18/2013 for Award in terms of this settlement.

VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.

(iii) No orders as to costs.

(iv) Inform Government accordingly.

Sd/-

(Anil Scaria)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Personnel

Order

No. 6/16/2013-PER/Part/3685

Read: 1. Order No. 6/16/2013-PER/Part dated 21-04-2017.

2. Order No. 6/16/2013-PER/Part/431 dated 06-02-2020.

Whereas, on the recommendation of Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(1)/2016/573 dated 19-04-2017 & letter No. COM/II/11/42(1)/2019/338 dated 31-01-2020, 23 Officers holding the posts included in Schedule-II of the Goa Civil Service Rules, 2016, were promoted to Junior Scale of Goa Civil Service, Group 'A' Gazetted, in the Level 10 of the Pay Matrix vide Orders read in the preamble;

And whereas, Shri Chandrakant B. Shetkar, one of the Officer holding the post included in Schedule II of the Goa Civil Service Rules, 2016 was also considered by the D. P. C. for promotion to Junior Scale of Goa Civil Service, but the findings of D. P. C. were kept in sealed cover;

And whereas, the Directorate of Vigilance has informed that no disciplinary proceedings are pending against Shri Shetkar;

And whereas, the proposal was referred to the Commission to open the sealed cover;

Now therefore, on the recommendation of the Departmental Promotion Committee conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(1)/2023/265 dated 01-09-2023, the Governor of Goa is pleased to promote and appoint Shri Chandrakant B. Shetkar to Junior Scale of Goa Civil Service, Group 'A' Gazetted under Rule 17 of the Goa Civil Service Rules, 2016 read with Rule 8 (b) of the said Rules in Level 10 of the C.C.S. Revised Pay Rules, 2016 w.e.f. 21-04-2017 and place him below Shri Sudin Natu and above Shri S. P. Signapurkar in the order read in preamble.

Shri Chandrakant B. Shetkar shall be on probation for a period of two years with effect from 21-04-2017.

He shall exercise option for pay fixation in the promotional grade in terms of provisions of F.R. 22 (1)a(1) within a period of one month from the date of issue of the order.

The option once exercised shall be final. He shall be entitled for all the consequential benefits enjoyed by his juniors promoted vide orders read in the preamble.

Shri Chandrakant B. Shetkar shall continue in the present posting, until further orders.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).
Porvorim, 15th September, 2023.

Order

No. 22/10/2018-PER/3686

Read: Order No. 14020/01/2023-UTS.I dated 08-06-2023 issued by the Ministry of Home Affairs, Government of India, New Delhi.

The Governor of Goa is pleased to relieve Shri S. M. Prabhudessai, IPS, Principal, Police

Training School, Valpoi, from the State Administration with effect from 15-09-2023 (a.n.) in order to join his place of posting at Arunachal Pradesh.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-II)/
/Link.

Porvorim, 15th September, 2023.

Order

No. 15/18/2003-PER(Part-II)/3691

Read: Order No. 15/2/2019-PER/3575 dated 05-09-2023.

Sanction of the Government is hereby accorded to depute the following Officers in the cadre of Block Development Officers appointed vide order read in preamble and on probation, for Departmental training to be conducted at the Goa Institute of Public Administration and Rural Development, Ella Farm, Old Goa for 15 days with effect from 25-09-2023 to 12-10-2023:-

1. Shri Emanuel Antonio Simao Da Costa.
2. Shri Omkar Naresh Manjrekar.
3. Shri Shubham Sadashiv Bhartu.
4. Shri Adarsh Jivottam Dessai.
5. Kum. Meeksha Nagesh Naik.
6. Shri Pranit Satyavan Naik.
7. Kum. Megna Budo Gavde.
8. Shri Savio Carvalho.
9. Shri Noel Gervasio Tavares.

The timings of the training shall be as specified by the GIPARD. The officers shall report to Ms. Seema Fernandes, Assistant Director, GIPARD at 9.00 a.m. on 25-09-2023.

Instructions to the probationers trainees:

1. The trainee shall abide by the instructions issued by GIPARD from time to time during the period of training.
2. Punctuality during the entire course, discipline and decorum in the Institute as well as during study visits, etc. shall be maintained by the trainees.
3. Every trainee shall maintain a daily diary, compulsorily.

4. No errant behavior, on part of the trainee, shall be tolerated during the training and if such behaviour is noticed deemed fit action shall be initiated against the trainee.
5. No leave shall be granted during the period of training except in unavoidable circumstances. Absence from training will have to be justified in writing.
6. Attendance of the trainee for the entire training programme is compulsory.
7. All trainees shall be under the control of the Goa Institute of Public Administration and Rural Development during the entire training period.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 15th September, 2023.

Order

No. 5/23/2022-PER/3712

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer of the following Junior Scale Officer of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name of the Officer & present post	Posted as
1.	Shri Amitesh Shirvoikar, Chief Officer, Mapusa Municipal Council	Under Secretary, Goa Staff Selection Commission.

Shri Chandrakant B. Shetkar, SLAO (PWD) holding additional charge of SLAO, National Highway shall also hold the charge of Chief Officer, Mapusa Municipal Council in addition to his own duties until further orders.

The officer appointed on ex-cadre deputation post shall be governed by the standard terms of deputation, as amended from time to time.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 25th September, 2023.

Notification

No. 7/17/2022-PER/3687

Read: 1. Notification No. 7/17/2022-PER/4036 dated 05-12-2022.

2. Notification No. 7/27/2022-PER/781 dated 21-03-2023.

3. Notification No. 7/17/2022-PER/1100 dated 18-04-2023.

4. Notification No. 7/17/2022-PER/3388 dated 14-08-2023.

In partial modification to the Notifications read in the preamble, the Governor of Goa is pleased to order allocation of work/Departments amongst the following Secretaries to the Government, with immediate effect:-

Sr. No.	Name & Designation	Department
1	2	3
1.	Shri Subhash Chandra, IAS (2009) Secretary (Water Resources)	1. Water Resources. 2. Social Welfare. 3. Provedoria. 4. Information & Publicity. 5. Transport. 6. Housing.
2.	Shri Sanjit Rodrigues, IAS (2013) Secretary (Civil Supplies)	1. Civil Supplies. 2. Legal Metrology. 3. Printing & Stationery. 4. Factories & Boilers. 5. Protocol. 6. Secretary, Goa State Commission for Protection of Child Rights.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 15th September, 2023.

Addendum

No. 22/1/2023-PER(I)/3716

Read: (1) Order No. 22/1/2023-PER(I)/3519 dated 30-08-2023.

(2) Addendum No. 22/1/2023-PER(I)/3600 dated 07-09-2023.

In the Government Order read at preamble, the following para shall be added as last para:-

"The above promotions shall also be subject to the outcome of Writ Petition No. 758 of 2023 (F) filed in Hon'ble High Court of Bombay at Goa, Porvorim".

By order and in the name of the Governor of Goa.

Nathine S. Araujo, Under Secretary (Personnel-II).

Porvorim, 25th September, 2023.

◆◆◆
Department of Public Health

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Order

No. 38/14/2023-I/PHD/Misc. Matters/Part/1321

Read: Government Order No. 38/14/2023-I/PHD/ /Misc. Matters/Part/1170 dated 18-08-2023.

Government of Goa is pleased to re-constitute the following Committee to review the present Scheme/Insurance under Health Department:-

- | | | |
|--|---|-------------------|
| 1. Secretary (Health) | — | Chairman. |
| 2. Secretary to the Chief Minister | — | Member. |
| 3. Shri Prafull Dalal | — | Co-opted Member. |
| 4. Additional Secretary (Finance) | — | Member. |
| 5. Additional Secretary (Health) | — | Member. |
| 6. Director, Director of Health Services | — | Member. |
| 7. Under Secretary (Health-II) | — | Member Secretary. |
| 8. Dean, Goa Medical College, Bambolim | — | As expert. |

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).

Porvorim, 15th September, 2023.

Order

No. 4/12/2022-II/PHD/1457

Read: Memorandum No. 4/12/2022-II/PHD/1398 dated 05-09-2023.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/ /I/5/30(37)/2023/242 dated 16-08-2023, Government is pleased to appoint Shri Vivek Prabhakar Vajaratkar to the post of Associate Professor in Occupational Therapy (Group "A" Gazetted) in Allied Health Science Courses in Goa Medical College & Hospital, Bambolim-Goa in Level-11 of Pay Matrix [Pay Band-3 Rs. 15,600-39,100 + G.P. Rs. 6,600/- (pre-revised)] with immediate effect.

Shri Vivek Prabhakar Vajaratkar shall be on probation for a period of two years.

Shri Vivek Prabhakar Vajaratkar has been medically examined by the Medical Board and his character and antecedents have been verified by the District Magistrate, North Goa District, Panaji-Goa at the time of appointment as Lecturer in Occupational Therapy, in Allied Health Science Courses in Goa Medical College & Hospital, Bambolim.

The appointment is made against the vacancy occurred due to creation of post of Associate Professor in Goa Medical College & Hospital, Bambolim vide Order No. 4/1/2018-II/PHD/1195 dated 14-08-2019 and allotted 01 post of Associate Professor in Occupational Therapy, Allied Health Science Courses, in Goa Medical College & Hospital, Bambolim-Goa vide order No. 4/1/2018-II/PHD/ /Part-I/3383 dated 23-10-2020.

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health)/Link.

Porvorim, 15th September, 2023.

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Published and Printed by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE—Rs. 14.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—231/80—09/2023.